

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

2. Defendant, Marley Engineered Products, LLC (hereinafter “Marley Engineered Products”), is a limited liability company organized and existing under the laws of Delaware with a principal place of business located at 470 Beauty Spot Road, Bennettsville, South Carolina, and which is a wholly owned subsidiary of SPX Corp, which is incorporated in Delaware with its principal place of business in North Carolina.

JURISDICTION AND VENUE

3. This action is commenced in the United States District Court for the District of Delaware pursuant to 28 U.S.C. § 1332(a), as the parties are citizens of diverse jurisdictions and the amount in controversy exceeds seventy-five thousand dollars (\$ 75,000.00).

4. Venue in this action lies in the United States District Court for the District of Delaware pursuant to 28 U.S.C. § 1391 as the occurrence giving rise to this litigation occurred in this District.

GENERAL ALLEGATIONS

5. Scottsdale's insureds, Michael and Regina Albert (hereinafter "the Alberts"), are husband and wife who, at all times material hereto, resided at a residence located at 412 Main Street, Townsend, Delaware.

6. Prior to March 17, 2020, Scottsdale issued a policy of insurance to the Alberts, which provided property insurance coverage for the premises, the contents and loss of use.

7. In or about 2015 or 2016, the Alberts purchased and installed a Farenheat brand baseboard heater that had been manufactured, supplied and distributed by defendant Marley Engineered Products.

8. On or about March 17, 2020, the Farenheat brand baseboard heater malfunctioned and caused a fire at the Albert residence.

9. The aforementioned fire and resulting damages was caused by the baseboard heater.

10. Pursuant to the terms and conditions of the aforementioned policy of insurance, Scottsdale made payments to the Alberts for the property damage in excess of \$228,000.00.

11. Pursuant to the principles of legal and equitable subrogation, as well as the terms and conditions of the aforementioned policy of insurance, Scottsdale is subrogated to the rights of its insured to the extent of its payments.

COUNT I

Strict Products Liability

12. Plaintiff incorporates by reference herein each and every allegation set forth above as though fully set forth at length.

13. At the time the subject baseboard heater was sold and/or supplied, it was in a defective condition rendering the baseboard heater unreasonably dangerous to persons and property.

14. The aforementioned fire and resulting property damage was further directly and proximately caused by defendant's strict liability producing conduct in:

- a) manufacturing, selling, distributing, supplying and/or assembling a dangerously defective baseboard heater which defendant knew or reasonably should have known subjected the property of plaintiff's insured to an unreasonable risk of harm;
- b) selling and/or supplying the subject baseboard heater in a defective condition unreasonably dangerous to the property of plaintiff's insured;
- c) failing to warn of the aforesaid defective condition; and
- d) selling and distributing the baseboard heater with a defective heating element that failed internally.

15. The forgoing defective and unreasonably dangerous conditions in the baseboard heater caused the baseboard heater to malfunction and start a fire at the Albert residence causing fire, smoke and water damages to the real and personal property of the Alberts as well as a loss of use of said property.

16. Defendant, Marley Engineered Products, is liable in this matter under the doctrine of strict liability as set forth in the Restatement 2d of Torts §402A.

WHEREFORE, plaintiff demands judgment against defendant for an amount in excess of \$228,000.00 together with interest and the costs of this action.

COUNT II

Negligence

17. Plaintiff incorporates by reference herein each and every allegation set forth above as though fully set forth at length.

18. The aforementioned fire and resulting property damage was directly and proximately caused by the negligence, carelessness and/or negligent omissions of the defendant in:

- a) manufacturing, selling, distributing, supplying and/or assembling the subject baseboard heater in a defective and unreasonably dangerous condition;
- b) failing to warn of the aforesaid defective condition;
- c) failing to properly and adequately manufacture, assemble, inspect and/or test the subject baseboard heater; and
- d) failing to properly test and inspect the heating element for the baseboard heater.

WHEREFORE, plaintiff demands judgment against the defendant in excess of \$228,000.00 together with interest, and the cost of this action.

COZEN O'CONNOR

/s/ Kaan Ekiner

Kaan Ekiner (DE No. 5607)
1201 N. Market Street, Ste. 1001
Wilmington, DE 19801
Tel: 302-295-2046
Email: kekiner@cozen.com

Attorneys for Plaintiff